

RET. DATE: : SUPERIOR COURT
TIMOTHY BRIGNOLE and
KIMBERLY BRIGNOLE : J.D. of HARTFORD
vs. : at HARTFORD
STRUCTURAL STONE, LLC : June 6, 2016

APPLICATION FOR DISCHARGE OF MECHANIC'S LIEN

NOW COMES the Plaintiff, pursuant to C.G.S. § 49-35a, filing this Application for Discharge of Mechanic's Lien. The Plaintiff relies on the following facts for this Application:

1. The Plaintiffs are the owners of 103-105 Hartford Avenue, East Granby, Connecticut, described in Schedule A, attached.
2. The Defendant, Structural Stone, LLC, of 285 Smith Street, North Kingstown, Rhode Island, placed a Mechanic's Lien on Plaintiffs' property on March 29, 2016.
3. The Plaintiffs hired Connecticut Stone, LLC, to install a granite tile decking;
4. The contract with Connecticut Stone, LLC, was a contract that provided for materials and labor;

5. The contractor, Connecticut Stone, LLC, entered into a separate contract with the Defendant stone company to purchase the stone; NOT THE PLAINTIFF.

6. The Defendant, Structural Stone, LLC, herein supplied the stone to the project site located at 103 Hartford Avenue, East Granby, Connecticut, on or about October 10, 2015 for Connecticut Stone installation.

7. That was the only product that the Defendant, Structural Stone, LLC, delivered to the job site.

8. The work performed by Connecticut Stone, LLC, was completed in the month of November.

9. The Defendant, Structural Stone, LLC, herein never was on the job site other than the date of the delivery of the stone on October 10, 2015.

10. The Mechanic's Lien statute for the State of Connecticut requires that the material man provide the materials within 90 days of the date of filing the Mechanic's Lien.

11. Ninety days has elapsed since the delivery of the material by the Defendant.

12. On March 20, 2016, the Defendant filed a Mechanic's Lien, beyond the 90 day date of delivery.

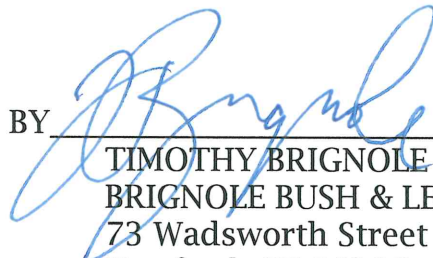
13. The Defendant has falsified the Mechanic's Lien documentation to identify that they were on said job site sometime in March 2016.

14. This is a false statement being made by the Defendant and no probable cause exists to allow for the Mechanic's Lien on these premises.

WHEREFORE, the Plaintiffs seek the discharge of the Mechanic's Lien.

PLAINTIFFS,

BY



TIMOTHY BRIGNOLE
BRIGNOLE BUSH & LEWIS
73 Wadsworth Street
Hartford, CT 06106